

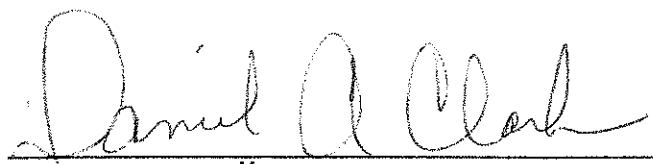
A RESOLUTION AUTHORIZING THE MAYOR AND)
RECORDER TO ENTER INTO SUBDIVISION AND/)
OR IMPROVEMENT AGREEMENTS.)

RESOLUTION NO. 12
for 1979

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LEBANON,
AS FOLLOWS:

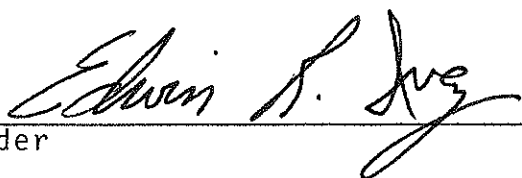
Section 1. That the Mayor and Recorder of the City of
Lebanon are hereby authorized and directed
to enter into subdivision and/or improvement
agreements required by Ordinance No. 1625;
copies of which shall be on file in the Recorder's
Office. The form of such agreements is attached
hereto and made a part hereof.

Passed by the Council by a vote of 4 for and 0 against
and approved by the Mayor this 11th day of April, 1979.



Mayor

ATTEST:



Recorder

SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 19____
by and between the City of Lebanon, Oregon, a municipal corporation, hereinafter
called "City", and _____
_____, hereinafter called "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the following described property in the
_____, Oregon,

_____ ; and

WHEREAS, it is provided in the Official Code of the City of Lebanon that

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise,
covenant, and agree as follows:

- 1. Engineering Services: Developer shall furnish, at its own expense all engineering services in connection with the design and construction of the "Schedule of Improvements" described and detailed on Exhibit "A", attached hereto and made a part hereof.
 - 1.1 Said engineering services shall be performed by a Registered Professional Engineer in the State of Oregon and shall conform to the standards and criteria for public works as established by the City.
 - 1.2 Said engineering services shall consist of, but not be limited to, surveys, designs, plans and profiles, estimates, construction supervision, and furnishing necessary documents to the City.
 - 1.3 Developer shall furnish drawings and estimates to the City for approval prior to the letting of any construction contract.

Before acceptance of the installed improvements, Developer shall furnish one set of mylar reproducible "as-built" drawings and a final statement of construction cost to the City.

2. Rights-of-Way: Before commencing the construction of any improvements herein agreed upon, Developer shall acquire, at its own expense, good and sufficient rights-of-way on all lands and facilities traversed by the proposed improvements. All such rights-of-way shall be conveyed to the City and the documents of conveyance shall be furnished to the City for recording.

3. Construction: Developer shall furnish and install, at its own expense, the "Schedule of Improvements" described and detailed on Exhibit "A", attached hereto and made a part hereof.

3.1 Said construction shall be in strict conformance to the drawings approved by the City and the specifications adopted by the City for public works projects.

3.2 Developer shall employ, at its own expense, a qualified testing company, previously approved by the City, to perform all testing of materials or construction that may be required by the City; and shall furnish copies of test results to the City.

3.3. Prior to the start of any construction, the Developer shall pay to the City an amount equal to five percent (5%) of the "Cost of Improvements" to serve as reimbursement to the City for the cost of inspection by the City as provided in Section 7.05 of Lebanon's Land Division Ordinance. The Developer shall agree to pay up to an additional five percent (5%) to the City upon billing by the City after acceptance of the improvements.

3.4 When requested by City, Developer shall furnish proof that proper arrangements have been made for the installation of water, sanitary sewer, gas, electric, and/or telephone services. Developer shall make reimbursement to the City of all costs the City has paid for street lights that were required by the construction of the improvements described and detailed on Exhibit "A".

3.5 Said improvements shall be completed according to the terms of this Agreement within the "Time for Completion" appearing in said Exhibit "A", which time shall commence upon the date of this Agreement.

4. Release of Liability: Developer shall indemnify and save harmless the City from any and all suits, actions, or claims of every nature and description caused by, arising from, or on account of said construction, and pay any and all judgments rendered against the City on account of any such suit, action, or claim, together with all reasonable expenses and attorney's fees, incurred by City in defending such suit, action, or claim. The Developer shall assure that all contractors and other employees engaged in construction of the improvements shall maintain adequate workmen's compensation insurance and public liability insurance coverage; and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

5. Acceptance: Upon completion of said construction, furnishing of reproducible mylar "as-built" drawings, and furnishing of final statement of construction cost, according to the terms of this Agreement, the improvements shall be accepted by the City. Upon such acceptance, said improvements shall automatically become public facilities and the property of the City.

5.1 If desired by the City, portions of the improvements may be placed in service when completed, but such use and operation shall not constitute an acceptance of said portions.

5.2 The City may, at its option, issue building permits for construction on lots for which the improvements detailed herein have been started but not completed if said lots are subject to City permits. The City shall not issue certificates of occupancy for lots unless: the improvements serving those lots are completed and placed in service; the progress of work on the improvements throughout the development is satisfactory to the City; and all terms of this Agreement have been faithfully kept by Developer.

6. Maintenance: During a period of one year from and after the final acceptance of the improvements, the Developer shall, at its own expense, make all needed repairs or replacements due to defective materials or workmanship which, in the opinion of the City, shall become necessary. If, within ten days after Developer's receipt of written notice from the City requesting such repairs or replacements, the Developer shall not have undertaken with due diligence to make the same, the City may make such repairs or replacements at the Developer's expense. In the case of an emergency, such written notice may be waived.

7. Surety: Developer shall furnish to City, at Developer's expense, a good and sufficient guaranty satisfactory to City, binding Developer and Surety unto the City in an amount equal to one hundred five per cent (105%) of the "Cost of Improvements" described and detailed on Exhibit "A", attached hereunto and made a part hereof. Such bond shall be conditioned upon the full and complete performance of all terms of this Agreement and the completed and paid for installations of all improvements by Developer within the time specified in this Agreement. Acceptance of the construction by the City shall also serve as release of said guaranty.

8. Successors and Assigns: This Agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer and upon recording by the City, shall be deemed a covenant running with the land herein described, and shall be binding upon the successors in ownership of said land.

9. Developer herein agrees that in the event that if all work specified on attached Exhibit "A" is not completed within the time noted, that the City may perform such work and all costs incurred shall become a lien on the benefiting property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF LEBANON, OREGON

By: David A. Clark Attest: _____
Mayor City Recorder

DEVELOPER: _____ (SEAL)

By: _____ Attest: _____

EXHIBIT "A"

IMPROVEMENTS FOR _____

In accordance with the _____ Agreement by and between the
City of Lebanon and _____,
dated _____, 19____.

- A. "Time for Completion" shall be, in calendar days, _____
- B. "Cost of Improvements" shall be \$ _____
- C. "Schedule of Improvements" shall be:

1.